

November 19, 2024
EMPLOYMENT AGREEMENT FOR THE PRESIDENT
OF NORTHWEST FLORIDA STATE COLLEGE

This Employment Agreement is made and entered into this **November 19, 2024**, by and between The District Board of Trustees of Northwest Florida State College, referred to as the “Board,” and Melvin P. “Mel” Ponder, referred to as the “President.”

WHEREAS, on **November 5, 2024**, the Board selected **President Ponder** as president-elect; and

WHEREAS, on **November 19, 2024**, the Board approved offering the President this Employment Agreement and the President accepted its terms (the “Agreement,”);

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations made in this Agreement, the parties agree as follows:

1. **Employment:** The Board agrees to employ the President, and the President agrees to accept employment as President of Northwest Florida State College (the “College”).
2. **Duties:** The President shall perform the duties customarily performed by College President and other duties as assigned by the Board. The President shall serve in the statutory roles of the Executive Officer and Corporate Secretary to the Board as well as the Chief Administrative Officer of the College and all components of the institution. The President shall also perform the duties set out in applicable provisions of federal and Florida law, State Board of Education Rules, and the policies and procedures of the College. The President will faithfully, industriously, and to the best of his ability, experience, and talent perform all duties under this Agreement to the reasonable and collective satisfaction of the Board.
3. **Term:** The term of the Agreement shall be for a period of one and one-half (1.5) years commencing on **January 2, 2025**, and terminating on **June 30, 2026**. The parties may agree in writing to extend or renew this Agreement upon terms agreeable to both parties. It is expressly understood and agreed between the Board and the President that neither owes the other any further Agreement obligation or responsibility after June 30, 2026. The Board may negotiate with the President to amend or extend the term annually, if necessary; otherwise, unless the Board exercises termination provisions of this Agreement or the President resigns, the term of the Agreement will continue through June 30, 2026.
4. **Annual Evaluation:** The Board shall annually evaluate the President’s performance.
 - a. **Criteria:** The Board shall set the criteria for the evaluation, which shall include any statutorily required categories. If the Board determines to revise the evaluation, it shall adopt new evaluation criteria no later than August 31 of each fiscal year.
 - b. **Timeline:** The Board will approve the President’s evaluation no later than May 31 of each year to ensure the College complies with reporting requirements to the Florida Department of Education.
5. **College Priorities:** Upon recommendation of the President, the Board reviews and adopts priorities for the College, which may span several years and includes components such as strategic plan, mission, vision, principles, goals, and methods for measuring whether

College goals have been reached. The President is responsible for regularly reporting to the Board (no less than twice annually) the College's progress in meeting measurable goals as set out in the College priorities. The Board may take the College's progress in meeting measurable goals into account in the President's annual evaluation and in making any amendment to this Agreement, such as, but not limited to, Term or Compensation.

6. **Compensation:** The Board shall pay to the President and the President shall accept from the Board, in full payment for his services under this Agreement, compensation as follows:
 - a. **Annual Base Salary:** During the term of this Agreement, the President shall be paid an Annual Base Salary of **\$250,000**. Such salary will be paid in monthly installments in accordance with College policy and procedure governing payment of non-instructional staff members.
 - b. **Salary Adjustments:**
 - i. **Fiscal Year Adjustment:** By mutual written agreement of the parties, the Board and the President may adjust the Annual Base Salary in each succeeding fiscal year of the Agreement, which begins July 1 each year. The President shall not receive any increase in Annual Base Salary if the President's evaluation by the Board is unsatisfactory. Without prejudice to any other right of the Board, the Board may decrease President's Annual Base Salary if the President's evaluation is unsatisfactory. The amount of any increase in the President's Annual Base Salary shall not exceed twenty-five percent (25%) of the prior year's Annual Base Salary. This clause does not oblige the Board to offer any adjustment in any year.
 - ii. **Discretionary One-Time Annual Payments:** The Board of Trustees reserves the right to offer the President an annual one-time payment rather than an Annual Base Salary increase. As with a Fiscal Year Adjustment, the President shall not receive any increase in Annual Base Salary or a one-time annual payment if the President's evaluation by the Board is unsatisfactory. The amount of any discretionary one-time payment shall not exceed twenty-five percent (25%) of the prior fiscal year's Annual Base Salary. This clause does not oblige the Board to offer any adjustment in any fiscal year.
 - iii. **Executive Employee Classification Adjustments:** Annually, the Board approves the College budget and may, at its discretion, increase the salaries of College employees. If the Board and President do not agree on a Fiscal Year Adjustment or Discretionary One-Time Annual Payment under section 6(b)(i)-(ii), and if the President receives a satisfactory performance evaluation from the Board, the President is eligible to receive any percentage increase applicable to the executive employee classification, if any. Likewise, should the Board approve any one-time lump sum payment, merit increase, or other salary increase which includes executive employees, the President is eligible to receive an increase in the amount applicable to the executive employee classification, if any. Any increase offered the President under this clause is only available if a Fiscal Year Adjustment or Discretionary One-Time Annual Payment is not made under section 6(b)(i)-(ii).
 - c. **Vehicle Stipend:** The Board shall pay the President a monthly amount not to exceed \$1,500 for the purpose of the President purchasing or leasing a vehicle. The President shall be responsible for all maintenance, insurance, fuel cost within

the College's service district, and other responsibilities of vehicle leasing or ownership, at no further expense to the College. For College travel outside of the service district, the College will reimburse for fuel at the standard College reimbursement rate.

- d. **Retirement Accounts:** The College is a participant in the Florida Retirement System ("FRS"), under which the Board will contribute to the President's selected FRS pension or investment plan at the rate set by FRS for the Senior Management Service Classification. Alternatively, if the President opts out of the FRS, the Board shall contribute annually to one retirement account of the President's choice an amount equal to fifty percent (50%) of the then-current IRS 415(c) contribution limit to the chosen type of retirement account.
7. **Insurance:** The College is a participant in the State Group Insurance plan, and all insurance coverage offered the President under this Agreement shall be consistent with State Group Insurance plan ("SGIP") offerings, unless specifically provided otherwise. The President may also opt into any optional benefits offered by the SGIP and paid for by the President.
 - a. **Health, Dental, and Vision Insurance.** The Board shall make health, vision, and dental insurance coverage available to the President and his spouse and dependents under the SGIP. The Board shall pay the employer portion of the plan premium for each plan the President selects and the President shall pay the employee portion of the premium.
 - b. **Life Insurance.** The Board shall pay the premium for life insurance coverage of twice the President's Annual Base Salary. The College shall purchase an appropriate policy if not available at a competitive rate through the SGIP.
8. **Cellphone:** The Board shall provide the President with a College cell phone, paid for and owned by the College, for the conduct of College business. Such phone shall be returned to the College upon the expiration or termination of this Agreement.
9. **Leave:** The President shall accrue vacation and sick leave consistent with Board policy and College procedure and any payment of leave upon expiration or termination of this Agreement shall be subject to Board policy and College procedure.
10. **Termination:** This Agreement may be terminated as follows:
 - a. **Death or Disability:** In the event of the death or permanent disability of the President, this Agreement shall terminate and the President or his estate shall be due compensation and benefits hereunder only to the date of death or determination of disability by the Board. For the purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform his duties set forth in section 2 for a minimum of six (6) continuous months.
 - b. **Other Termination.** The Board shall have the right to suspend or dismiss the President at any time, with or without cause. In the event the Board dismisses the President without cause, then the President shall be paid twenty (20) weeks of Annual Base Salary as severance pay as allowed under section 215.425, Florida Statutes. If the President is dismissed for cause (including, but not limited to, action or omission that would bring public disrespect, contempt, or ridicule upon the College as determined by the Board; a violation of a federal or state law, rule, or

regulation or of a Board policy; or "misconduct" as defined in section 443.036(29), Florida Statutes), the President will be entitled to no severance pay.

- c. **Resignation.** Should the President resign, he shall receive compensation up to such time as the effective date of his resignation. He shall be entitled to no other compensation, except as otherwise provided in Board policy related to leave.
 - d. **Payment upon Separation.** Upon separation of employment from the College for any reason, if this Agreement states that the College will make any type of payment to the President, such payment shall be made as a lump sum to conclude the College's obligation immediately. Likewise, any payments to the President upon separation from the College are contingent upon the President executing all agreements and documents the Board deems necessary and appropriate.
11. **No Continuing Obligation:** It is expressly understood and agreed by the parties that neither the President nor the Board owes any further obligation under this Agreement to the other party after the term of this Agreement, except as specifically provided in this Agreement. No legal cause shall be required of the Board if the President is not reemployed by the Board following the expiration of this Agreement.
12. **Governing Law, Choice of Law, Venue, Attorney's Fees, and Limitations:** This Agreement shall be subject to the laws of the State of Florida, Florida State Board of Education Rules, Board policies, and any amendments, additions, or deletions hereafter adopted by the respective authorized bodies. This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and the rules and regulations of the Florida Department of Education and College, and any provisions in this Agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida. Nothing in this Agreement shall be construed or interpreted to be a waiver of the College's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the College. Nothing in this Agreement shall be construed as consent by the College to be sued by third parties in any matter arising out of or related to this or any other agreement. The prevailing party in any litigation shall be entitled to reasonable attorney's fees and costs from the non-prevailing party to the extent permitted by law. Further, the Agreement shall be subject to: (1) any and all legal limitations on the authority of the Board that initially entered this Agreement to obligate future Boards; (2) funding and financial resources reasonable available to fulfill the College's obligations set forth in this Agreement; and (3) modifications, additions, and deletions necessary to respond to changes in applicable laws, rules, regulations, policies, and guidelines occurring during the term of the Agreement.
13. **Public Record and Entire Agreement:** This Agreement is subject to public disclosure under all applicable provisions of Florida Sunshine law (e.g., Chapters 119 and 287, Florida Statutes) as well as disclosure to and review by the Florida Department of Education. This Agreement represents the entire agreement between the parties and

supersedes all prior agreements or amendments. This agreement may be amended only in writing with the signature of both parties.

This EMPLOYMENT AGREEMENT, executed under the hands and seals of the respective parties below on this **November 19, 2024**, at Niceville, Okaloosa County, Florida, is made to be effective **January 2, 2025**.

CHAIR OF THE BOARD,
THE DISTRICT BOARD OF TRUSTEES OF
NORTHWEST FLORIDA STATE COLLEGE

SIGNATURE

DATE

PRESIDENT,
NORTHWEST FLORIDA STATE COLLEGE

SIGNATURE

DATE